

## **201 - GENERAL WORK PROVISIONS**

Unless specifically stipulated otherwise in the Contract Documents, the requirements of this section shall be applicable to all of the Contractor's work under the contract.

The Contractor shall perform the work on the project as an independent contractor. Under no circumstances will the Contractor be deemed an employee or representative of the Village.

The Contractor shall furnish all materials not specifically listed as being furnished by the Village, and all labor, equipment, materials, supervision, tools, supplies, and incidentals required to complete the project.

The Contractor shall consider the specifications and drawings to be complementary. Those items that are necessary to complete the work, which are shown on the drawings but not specifically covered in the specifications, or which are covered in the specifications but not shown on the drawings, shall be furnished by the Contractor as though detailed and described in both.

The specifications and drawings may not be complete in every detail. The Contractor shall comply with their manifest intent and general purpose, taken as a whole, and shall not avail himself of any errors or omissions therein to the detriment of the work or the Owner. Should any conflict, error, omission or discrepancy appear in the drawings and specifications, instructions of Owner or Engineer, or in work performed by others, the Contractor shall notify the Engineer at once, and the Engineer will issue a written clarification which is to be followed by the Contractor. If the Contractor proceeds with any of the work in question prior to receiving such clarifications, all necessary corrections shall be at the Contractor's expense.

The Contractor shall not subcontract any portion of the work, or perform any extra work, without prior written approval by the Engineer.

The Contractor shall comply with all of the governmental rules and regulations applicable to work associated with the project.

The Contractor shall provide a competent construction supervisor for the project. Said supervisor shall be on the job site at all times directly supervising construction. Any instructions, notices, or correspondence given to said supervisor by the Engineer shall be considered as having been given to the Contractor.

After the work has been awarded to the Contractor, the Engineer shall furnish the Contractor, with reasonable promptness, as many reproductions of the Plans and Specifications as the Contractor determines to be reasonably necessary to properly perform the work.

## **202 - PRECONSTRUCTION CONFERENCE**

Before work commences on the project, the Engineer will schedule and hold a Preconstruction Conference. The Contractor's construction supervisor and the foremen for any and all subcontractors shall attend this meeting. Representatives of the Gas, Electric, and Telephone Utilities, Cable TV, Village Water Utility, Village Sewer Utility, Department of Public Works, Fire and Police Departments, and others deemed necessary will also be invited to attend.

A schedule of construction activities shall be discussed at this meeting and shall be agreed upon by all involved. The Contractor shall not hold the Village responsible for any added expenses due to alteration of the Contractor's proposed schedules to meet the needs of the Village or the utilities.

If the Engineer deems it necessary, there will also be a preconstruction conference with each subcontractor at least two working days prior to the start of work by the subcontractor.

Normally included in the agenda items for the Preconstruction Meeting are the following subjects:

1. Project schedule proposed by Contractor.
2. Traffic control plans of Contractor.
3. Haul routes proposed by Contractor.
4. Disposal sites proposed by Contractor.
5. Erosion control plans of Contractor.
6. Inspection and Testing.
7. Staking.
8. Measurement of quantities/Pay estimate procedures.
9. Specifications.
10. Material Certificates.
11. Insurance Certificates for Contractor and all subcontractors.
12. Other pertinent subjects.
13. Utility Coordination.

## **203 - PROJECT STAKING**

### **203.1      Reference Points**

The Owner shall provide engineering surveys to the Contractor to establish reference points for construction, which in the Engineer's judgment are necessary to enable the Contractor to proceed with the work. Such reference points will include elevations and locations. The Contractor shall be responsible for laying out the work, shall protect and preserve the established reference points, and shall not alter the reference points without the prior written approval of the Engineer.

### **203.2      Staking and Restaking**

The Contractor shall report to the Engineer whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and the Contractor shall be responsible for accurately replacing or relocating such reference points by professionally qualified personnel.

Upon completion of the staking of any segment of the project by the Engineer, the Contractor shall assume full responsibility for protecting all stakes and offsetting any additional stakes or grades which he may desire. The actual cost of any restaking or staking by the Engineer which is required due to the neglect of the Contractor shall be deducted from any monies due or which may become due to the Contractor.

The Contractor shall give notice to the Engineer at least two working days prior to any staking or restaking needed on the project or any segment thereof.

When offset stakes are set, the offset from the line shall be as requested by the Contractor, or recommended by the Engineer at the preconstruction conference, unless field conditions do not permit it.

### **203.3      Staking Standards**

The following staking standards outline the number and location of stakes that the Engineer will set for various types of work unless otherwise requested by the Contractor and agreed to by the Engineer during the Preconstruction Conference. Other staking requests by the Contractor shall be made in writing to the Engineer prior to commencement of the project.

All reference points and stakes shall be clearly labeled and shall form a stable point above the ground surface which can be readily used by the Contractor and the Inspector. Prior to the start of construction of any improvement, the Engineer will provide cut sheets to the Contractor and Inspector.

#### **203.3.1      Rough Earthwork for Roadways**

The Engineer will provide one (1) set of offset slope intercept grade stakes at fifty (50) foot intervals on each side of the roadway and one (1) set of grade stakes on centerline (or other locations requested by the Contractor) at fifty (50) foot intervals. The Engineer will also provide stakes to mark the points of curvature and points of tangency for horizontal and vertical curves.

#### **203.3.2      Sanitary and Storm Sewer**

The Engineer will provide stakes using the following methods:

1. For contractors using lasers, the Engineer will provide, for each sewer line, one

stake at the center of the manhole, one offset stake at each manhole, and one offset stake located twenty-five (25) feet and fifty (50) feet from each manhole and at every one hundred (100) feet thereafter.

2. For contractors not using lasers, the Engineer will provide, for each sewer line, one stake at the center of the manhole, one offset stake at each manhole, and one offset stake at twenty-five (25) foot intervals between manholes.
3. For catch basins and/or inlets, the Engineer will provide three stakes for alignment with one stake also serving as a grade stake. The alignment stakes shall be offset parallel to and referenced to the curb. The alignment stakes shall reference the back of the curb (BOC). The grade stake will be labeled with the differences in elevation between the top of the grade stake and;
  1. the top of the grate at the face of the curb,
  2. the invert of the connecting pipe(s), and
  3. the top surface of the bottom slab of the catch basin box.

All grade elevations and depths shall be referenced to points on the vertical line formed by intersection of the vertical plane of the face of the curb and the vertical plane through the transverse centerline of the catch basin.

4. For sanitary sewer laterals, the Engineer will provide a stake or lath indicating the location of each lateral at the edge of the street right-of-way or property line and an offset stake indicating the offset distance to the end of the lateral and the amount of cut to the invert elevation of the lateral.

#### 203.3.3 Water Distribution System

The Engineer will provide stakes using the following methods.

1. For water mains the Engineer will provide one set of offset grade stakes at all horizontal and vertical break points, at all fittings, and at fifty (50) foot intervals. In addition, the Engineer will provide a set of offset stakes for all hydrants and valves.
2. For water service laterals the Engineer will provide a stake indicating the location of the curb stop shutoff valve at the edge of the right-of-way or property line. In order to provide at least six (6) feet of cover over the water lateral, the Engineer will also indicate on the location stake the elevation of the curb stop shutoff valve.

#### 203.3.4 Grading of Subgrade for Roadway

The Engineer will provide one (1) set of stakes for grading elevations on the centerline of the roadway and one (1) set at the outside edges of the subgrade. The stakes will be set at twenty five (25) foot intervals if a grader will not be used and at fifty (50) foot intervals if a grader will be used to grade the subgrade.

#### 203.3.5 Gravel Base for Roadways with Rural Cross Sections (Without Curb and Gutter)

The Engineer will provide one (1) set of stakes for grading elevations on the centerline of the roadway and at the outside edges of the gravel base. The stakes will be set at fifty (50) foot intervals.

#### 203.3.6 Curb and Gutter

The Engineer will provide offset grade stakes at 25 foot intervals on vertical curves

and horizontal curves and at the centerline of each catch basin or inlet. Intermediate points between the stakes shall be adjusted by the Contractor to form a smooth line for grade and alignment. All straight sections of alignment and grade (horizontal and vertical tangent sections) will be staked at fifty (50) foot intervals. The Engineer shall also stake the radius points for all curves having a radius of thirty (30) feet or less. When it is not possible to set the radius point, an offset stake shall be set for the midpoint of the curve.

203.3.7      Gravel Base for Roadways with Urban Cross Sections (with Curb and Gutter)  
The Engineer will provide one (1) set of stakes for grading elevations on the centerline of the roadway at fifty (50) foot intervals.

203.3.8      Sidewalk  
The Engineer will provide no stakes for sidewalk. Grade and alignment shall be set by the Contractor from the curb as indicated on the plans and details, unless otherwise specified by the Engineer.

203.4          Project Staking for Private Development  
Staking for private developments will be performed by a registered professional Land Surveyor, retained by the Village. The cost of the survey work shall be invoiced to the developer and payable by the developer on a 30 day basis.

## **204 - LAND SURVEY MONUMENTS**

### 204.1 U.S. Public Land Survey Monuments

Land survey monuments which are part of the U.S. Public Land Survey such as Section Corners, Quarter Section Corners, Centers of Sections, Meander Corners, and Witness Corners which are in danger of being disturbed or destroyed by work done under these specifications shall be perpetuated in accordance with Section 59.74 of the Wisconsin Statutes. Anyone failing to follow these procedures is subject to penalties set forth in said statute.

### 204.2 Other Land Survey Monuments

Land survey monuments such as property corners, point of curvature monuments, meander corners or any other monument in danger of being disturbed or destroyed by work done under these specifications shall be referenced prior to being disturbed or destroyed and reset after completion of said work by a licensed Land Surveyor at the Contractor's expense. Anyone failing to follow these procedures is subject to penalties set forth in Section 236.32 of the Wisconsin Statutes.

## **205 - MATERIALS**

### **205.1      General**

The Contractor shall furnish all items necessary to complete the work that are not specifically named as being furnished by the Village. All materials furnished by the Contractor shall be new, sound, and free of defects, and of the size and quality indicated in the Contract Documents.

All materials shall be stored in such a manner as to preserve their quality.

Temporary bracing and shoring, installation aids, scaffolding, testing materials, and equipment shall be furnished by the Contractor and be in safe, serviceable, and adequate condition.

All materials furnished by the Contractor shall be subject to inspection and testing by the Engineer at the mill, shop, and job site. However, inspection at the mill or shop will not relieve the Contractor of the responsibility of furnishing satisfactory materials. When materials and workmanship do not conform to the specification requirements, the Engineer reserves the right to reject any material or workmanship, or both, at any time before final acceptance of the work. The Engineer will make a good faith effort to inspect the materials prior to their incorporation into the work.

No deviations from the specifications or the drawings will be made without written approval from the Engineer.

The Contractor may substitute materials of a quality equal to or greater than that specified in the Contract Documents, only upon written approval by the Engineer. Substitution of materials will be considered to be for the convenience of the Contractor. The Village reserves the right to request a contract deduct for the material substitutions. Substituted materials shall be of equal strength or greater than the specified material. When substituted materials have a different unit weight, length, area, or volume from the specified materials, the substituted materials shall not be considered as increasing the total quantity for payment.

### **205.2      Village-Furnished Materials**

Unless otherwise specified in the Contract Documents, the Contractor shall furnish all materials for the work.

If the Village is to provide some of the materials for the project, then such materials will be stored at a storage facility operated by the Village or will be transported by the Village to the project site, as specified in the Contract Documents. If the Village-furnished materials are stored, the Contractor shall be responsible for furnishing all labor, equipment, and supplies, at no cost to the Village, needed to transport the materials from the storage facility to the project site, including loading and unloading. If the Village transports the Village-furnished materials to the project site, the Contractor shall be responsible for furnishing all labor, equipment, and supplies, at no cost to the Village, needed to unload the materials. The Contractor shall then store, protect from loss or damage, keep segregated, maintain, identify, and use in an economical manner all Village-furnished materials.

When the Contractor commences to load the Village-furnished materials onto his vehicles at the storage site, the Contractor shall then become responsible for the safe keeping of such materials and shall repair or replace, at no cost to the Village, any Village-furnished items or materials that subsequently become damaged or lost.

The Contractor shall maintain all excess Village-furnished items, materials, and useful scrap in a segregated area. Prior to completing construction of the project, and at no cost to the Village, the Contractor shall give the Engineer a tally of the good material, load, deliver, and unload said usable materials at a storage facility designated by the Village. All excess Village-furnished materials which the Engineer determines to be unusable shall become the property of the Contractor and shall be properly disposed of off site.

#### 205.3 Material Certification

Prior to the start of construction, the Contractor shall furnish the Engineer with a certificate of compliance for those items or materials requiring certificates as specified in these Standard Specifications. The certificate shall certify that the material or item complies with the requirements of the appropriate specification or standard. A certificate shall be provided for each lot which is to be used on the project.

The Contractor shall furnish the Engineer with a copy of the certificate prior to the start of any work on the project which will be utilizing items covered by the certification.

As a minimum, the information on the certificate shall include the following:

1. Name, address, and telephone number of the manufacturer.
2. Manufacturer's plant name or plant number.
3. Name, address, and telephone number of the supplier, if the supplier is not the manufacturer.
4. Date of Certification.
5. Type, size, and class of item being certified.
6. Specification to which the item conforms.
7. Lot number(s) of item being certified.
8. Name, title, and signature of person authorized to certify.
9. Name of Contractor.
10. Name of project on which material will be used.

The lot number or other identification number that appears on the item shall be referenced on the certificate.

#### 205.4 "Or Equal" Items

Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular manufacturer or supplier, the specification or description is intended to establish the type, function and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other suppliers may be accepted by the Engineer.

If in the Engineer's sole discretion an item of material or equipment proposed by the Contractor is functionally equal to that named and sufficiently similar so that no change in related work will be required, it may be considered by the Engineer as an "or-equal"



item.

All data to be provided by the Contractor in support of any proposed "or-equal" item will be at the Contractor's expense.

The Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made by the Contractor for "or-equal" items. The Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, installed or utilized without the Engineer's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. The Owner may require the Contractor to furnish at the Contractor's expense a special performance guarantee or other surety with respect to any "or-equal" item.

## **206 - INSPECTION AND TESTING**

206.1

### **General**

All materials and each part or detail of the work shall be subject to inspection by the Engineer at all times. Such inspection may include mill, plant, field, or shop inspections. The Engineer shall be allowed access to all parts of the work, and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection. The presence or absence of an inspector shall not relieve the responsibility or obligation of the Contractor in any degree.

If materials do not prove uniform and satisfactory, they shall be rejected by the Engineer with said rejection being based solely on the tests prescribed on the materials involved.

Materials and samples shall be stored in such a manner as to preserve their quality.

Samples of materials shall be taken in accordance with standard practices and as often as the Engineer deems advisable or necessary. The Contractor shall prepare test samples under the guidance of the Engineer.

All costs of sampling and testing shall be paid by the Contractor, unless specifically identified as being paid for by the Village.

The Contractor shall allow the Engineer a reasonable period of time for the performance of inspections. Such time shall be consistent with the type and complexity of the inspection.

The Engineer and the Contractor shall make their best cooperative effort to schedule and perform inspections so as not to impede the schedule and progress of the Contractor's work. The Contractor shall notify the Engineer of the need for inspection at least twenty-four (24) hours before the work begins.

The Village reserves the right to have its representative travel to the point of origin or manufacture of any materials, whether raw or finished, to make inspections and rejections of materials not conforming to the specifications. Such travel and inspection shall be at no cost to the Contractor.

206.2

### **Repairs or Replacement of Defective Work or Materials**

Rejected work or material shall be repaired or replaced by the Contractor at no cost to the Village.

The Village will not be responsible for organizing or supervising repairs. The Contractor shall be solely responsible for these functions and shall be required to provide the necessary control to see that the work is completed in an orderly and timely fashion.

Repairs or replaced material will be subject to reinspection by the Engineer prior to incorporation of the materials into the work.

The Village will bear the cost of repairing or replacing defective items or materials furnished by the Village, if required.

All costs to remove, repair, or replace defects in the Contractor's work or materials shall be at the Contractor's expense. The costs associated with removal and replacement of items that subsequently are proven to be nondefective are to be at the Village's expense and will be performed as extra work.

206.3

Inspection on Weekends and Holidays

No work will be done on Sundays or Village recognized legal holidays if, in the opinion of the Engineer, that work requires inspection.

If the contractor intends to do work on a Saturday he shall request approval from the Engineer of his intent before work commences on the project. The Engineer shall approve or disapprove in writing work on Saturdays during the project.

## **207 - PROJECT AREA MAINTENANCE**

- 207.1      Cleaning  
Where work on any project lies within areas of pedestrian traffic and/or vehicular traffic, the project area shall be cleaned and swept and all materials related to the project shall be stockpiled in appropriate areas. At the end of each working day, the Contractor shall remove any soil or trash that washed or was deposited on any paved streets by the Contractor's operations. Sweeping shall be done weekly on every Friday, or on the last working day prior to a holiday or special Village activity, or whenever deemed necessary by the Engineer. If the Friday is a Village or national holiday, the sweeping shall be done on the last working day prior to the holiday.
- 207.2      Maintaining Flow in Gutters  
The flow line of gutters must not be obstructed at any time. When it is necessary to cover a gutter, the Contractor shall install a continuous pipe or timber drain of sufficient size to carry the storm waters along the gutter. Such pipe or drain shall be kept open and free from obstruction.
- 207.3      Maintaining Sewage or Storm Water Flow  
The Contractor must provide for the constant and/or intermittent flow in existing sewers, water courses, culverts, gutters, catch basins, drains, etc., which are affected by the prosecution of the work. All such existing structures which are disturbed shall be restored by the Contractor to the satisfaction of the Engineer in a timely manner.
- 207.4      Disposal of Water and Sewage  
All storm or ground water which is to be removed from the site of the work must be reasonably free from sediments and must be conveyed to a point approved by the Engineer. All sanitary sewage must be conveyed by closed pipe or hose to a point approved by the Engineer. Proper precautions must be taken to prevent trash, clay, sand or silt from entering existing storm and sanitary sewers.
- 207.5      Maintenance of Public and Private Underground Structures and Appurtenances  
Access must always be maintained to fire hydrants and fire alarms; water and gas valves; catch basins; and sewer, water, utility, and other manholes. Whenever access to any such structure is obstructed or interfered with during the progress of the work, the Contractor shall minimize the time of the obstruction or interference and shall not leave the structure obstructed over night.
- 207.6      Dust Reduction  
When dust occurs as a result of items constructed or construction activity, or when directed by the Engineer, the Contractor shall minimize the dispersion of dust by the application of water or other approved dust control materials on trench surfaces, road beds, exposed ground, haul roads, or temporary roadways. The Contractor shall furnish and apply the dust control materials as many times as necessary to control the dust to a level acceptable to the Engineer. Petroleum products are prohibited for use as dust control materials.
- The Contractor shall utilize tarpaulins or dust palliatives on haul trucks as needed to control dust to a level acceptable to the Engineer.
- All costs associated with dust control and reduction shall be included in the unit prices

for the items of work that cause the dust.

207.7      Stabilized Construction Entrance (Tracking Pad)

When specified in the contract, the Contractor shall provide a stabilized construction entrance (tracking pad) at the project site to control the tracking of mud and materials onto adjoining roadways. The tracking pad shall conform to the requirements of Section 802.4.

207.8      Open Burning Prohibited

Open burning of weeds, brush, logs, limbs, stumps, roots, and other debris resulting from construction operations will be prohibited.

## **208 - VILLAGE PERMITS**

### 208.1 Street Opening Permit

Except for work under a quote or contract with the Village, the Contractor shall obtain a street opening permit from the Village Hall at 300 Slinger Road, to work within a dedicated street right-of-way.

### 208.2 Electrical Permit

For all electrical work done for the Village on public or private property, the Contractor shall obtain an electrical permit from the Village Hall.

### 208.3 Razing Permit

For the razing, wrecking, or removal of buildings and structures done for the Village on public or private property, the Contractor shall obtain a permit to do the work from the Village Hall.

## **209 - HAUL ROUTES**

On projects requiring hauling of significant quantities of materials and prior to the start of the work, the Contractor shall advise the Engineer of his proposed material haul route(s) for the project. The Engineer may require that the Contractor modify his proposed route(s) to avoid damage to roadways.

Once the Engineer has approved the Contractor's proposed haul route(s) the Contractor shall notify all his suppliers and vehicle operators of the route(s).

The above review and approval shall be to clarify the route(s) and shall not relieve the Contractor of any responsibility for damage caused by him, his subcontractors, or his suppliers.

If a haul route(s) is specified in the Contract Documents, the Contractor shall use the specified haul route(s) for all hauling operations needed for the project.

## **210 - DISPOSAL SITES**

The Contractor shall follow all applicable codes and/or laws regarding disposal sites.

Prior to the start of construction, the Contractor shall submit to the Engineer a copy of a document whereby the owner of the disposal site has granted permission to the Contractor to dispose of materials on his property.

Burning of waste material is prohibited within the Village of Slinger. Disposal of materials by burning at sites outside the Village shall be in conformance with applicable laws and regulations.

The Village has the right of first refusal to all excess material. Any excess material refused by the Village shall be disposed of by the Contractor.

The Contractor shall be responsible for cleaning up any material lost during transit to the disposal site.

Prior to final acceptance of the work, the Contractor shall submit to the Engineer written documentation stating that all disposal sites are acceptable to the owner(s) of the disposal site(s). The documentation shall be signed by the owner(s) of the disposal site(s).



## **211 - USE OF VILLAGE WATER SUPPLY**

All connections to the Village water supply system by the Contractor shall be subject to the requirements of and approval by the Village Water Utility.

## **212 - BORROW MATERIAL AVAILABLE FROM THE VILLAGE**

If the Village has suitable borrow material available for the project, the Village may make the borrow material and borrow site available to the Contractor. The Contractor shall have the option of using the material for the project. If the Contractor desires to use the material made available by the Village, he shall negotiate a price with the Engineer for credit to the Village. Said price shall be based on the Contractor loading, hauling, depositing, spreading, leveling, and compacting the material. The Contractor shall assume full liability for any damage or injuries incurred by hauling of said materials.

The Contractor shall be responsible for restoring the borrow site to prevent erosion and minimize liability. This may include, but is not limited to, installing, maintaining and removing erosion control devices; regrading slopes; seeding; mulching; fertilizing; and watering.

### **213 - TRAFFIC CONTROL**

All work shall be carried out in such a manner as to cause as little interference as possible with both pedestrian and vehicular traffic, ingress, and egress. All hindrances to vehicular or pedestrian traffic shall be properly marked, signed, and barricaded. All traffic control methods and procedures shall be in conformance with the requirements of Section 900 of these Standard Specifications.

## **214 - EROSION AND SEDIMENT CONTROL**

The work on all projects shall be performed in such a manner as to provide adequate drainage, minimize erosion, and prevent sediment-laden water from leaving the project site. All erosion and sediment control methods and procedures shall be in conformance with the requirements of Section 800 of these Standard Specifications.

## **215 - FINAL CLEANUP**

Upon completion of the work and prior to final acceptance of the project, the Contractor shall remove all surplus and discarded materials, rubbish and temporary structures from the project area and leave the project area in a neat, presentable condition. The Contractor shall restore, at his own cost and expense, all areas disturbed by his operations. Said restoration work shall be in general conformity with the specifications for the item or items involved. Final cleanup shall be considered incidental to the other items of the Contract, and no separate or additional compensation will be made therefore. Days shall be charged against the Contract Time until all cleanup is completed to the satisfaction of the Engineer.

## **216 - STOCKPILE MATERIALS**

If a separate bid item is specified in the Contract Documents for "Stockpile Materials", payment will be made as specified in the contract documents.

- END OF SECTION 200 -